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#### Contract Database Metadata Elements

Title: **Saugerties, Town of and Town of Saugerties Policemans Benevolent Association (PBA) (1999)**

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Union: **Town of Saugerties Policemans Benevolent Association (PBA)**

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Saugerties, Town Of And Saugerties  
Policeman'S Benev Assn

1438    1438  
30890    30890  
TO/POL

***COLLECTIVE BARGAINING AGREEMENT***

***BETWEEN***

***TOWN OF SAUGERTIES POLICEMAN'S BENEVOLENT  
ASSOCIATION***

***AND THE***

***TOWN OF SAUGERTIES***

***January 1, 1999 – December 31, 2001***

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
RECEIVED

SEP 27 2000

EXECUTIVE DIRECTOR

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THIS AGREEMENT, entered into the 29 day of February, 2000, between the Town of Saugerties, New York, hereinafter referred to as the Town, and Local 1629, Council 82 AFSCME, of Saugerties, New York, hereinafter referred to as the PBA.

WITNESSETH:

WHEREAS: the parties desire to maintain harmonious relations and to work together for the public safety, and desire further to establish equitable wage scales and standards and conditions of employment and to provide for the Public Employees Fair Employment Act of 1967 as amended.

**ARTICLE I**  
**RECOGNITION AND RIGHTS**

(A) The Town and the PBA agree and the Town recognizes and certifies that the PBA is the exclusive collective negotiating agent for the permanently appointed Town employees in its Police Department, excluding the Chief of Police and/or head of the Department and Deputy Chief of Police or Deputy Head of the Department.

(B) The Town does extend to the PBA respecting such unit of employees the following rights:

(1) To represent the unit members in negotiations and in the settlement of grievances.

(2) To membership dues deduction, upon presentation of dues deduction authorization cards signed by individual unit members.

(3) To unchallenged representation status.

(C) The PBA does hereby affirm that it does not assert the right to strike against the Town government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

**ARTICLE II**  
**TERMS AND CONDITIONS OF EMPLOYMENT**

The Town and the PBA hereby agree with respect to the following:

(A) **Vacations**

(1) Every unit member shall be entitled to ten (10) working days vacation after having served in the Department for one (1) year.

Every unit member shall be entitled to fifteen (15) working days vacation after having served in the Department for five (5) years.

Every unit member shall be entitled to twenty (20) working days vacation after having served in the Department for twelve (12) years.

(2) Unit members entitled to twenty (20) days vacation must take at least five (5) of those days consecutively.

(3) Vacation scheduling shall take place on or before March 1<sup>st</sup> of each year for blocks of days. Vacation days may be taken as individual days or any combination thereof at the option of the unit member. Single day vacations must be scheduled upon at least twenty-four (24) hours notice to the Department head or designee. Unit members may use no more than five (5) vacation days as single day vacations. Only one (1) bargaining unit member per tour of duty shall be allowed a one (1) day vacation.

**B. Holidays**

(1) Each unit member shall be given fourteen (14) days off per year in lieu of holidays. In the event that a unit member works on such holidays, said unit member shall be paid at double time. Double time shall not be paid to any unit member for more than seven (7) of such days in one (1) year. In no event shall a unit member who works on a holiday and receives double time be entitled to further compensation of any sort or day off. Overtime worked on a holiday is paid at double time rate. Days off in lieu of holidays worked must be scheduled within fifty (50) days of the holiday involved. Holiday time must be submitted at least twenty-four (24) hours in advance.

**Holiday Schedule**

New Year's Day	Independence Day
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Good Friday	Election Day
Easter Sunday	Veteran's Day
Memorial Day	Thanksgiving Day
Martin Luther King's Birthday	Christmas Day

(2) Employees scheduled to work Halloween and July 4<sup>th</sup> shall be required to work said days. Leave time (holiday, compensatory time, personal leave, single vacation days) shall not be granted. An employee who uses sick leave on Halloween or July 4<sup>th</sup> may be required to submit a doctor's certificate at the employee's expense. Employees who are scheduled to work Halloween shall be granted an additional personal day off for each occurrence.

**(C) Personal Leave**

(1) During the term of this Agreement, each unit member shall be entitled to personal leave up to a maximum of four (4) days per year, to be used at the discretion of such unit member, with pay and without charge or deduction from accumulated vacation leave or other time credits. Personal leave may not be accumulated.

(2) Unused personal leave as of December 31<sup>st</sup> in each year shall be paid in cash in the January immediately following at the rate of pay effective December 31<sup>st</sup> in the year of entitlement.

**(D) Bereavement Leave**

Each unit member shall be given three (3) days off with pay upon the occurrence of a death in the family of such unit member. The unit member shall notify the Department as soon as reasonably possible that he or she will be taking off. Such time shall be without charge or reduction from any accumulated vacation, sick, personal leave or other time credited. "Family" shall include parents, grandparents, children, brothers, sisters, spouse and in-laws.

**(E) Sick Leave**

(1) Each unit member shall accrue sick leave at the time of one and one-half days per month and unused sick leave may be accumulated to a maximum of one hundred twenty (120) days.

(2) The Chief of Police will have the option to refuse credit towards overtime for sick leave for any unit member who has already taken more than four (4) sick days during the course of calendar year.

(3) Unit members who have used fewer than ten (10) days of sick leave in their last year of employment (except in those cases where medically documented serious illness or disability has occurred), shall be entitled to convert fifty percent (50%) of the value of their accumulated sick leave above the first forty (40) days of accumulation to cash upon retirement, i.e.: if 120 accumulated days, the cash payment for 50% of the value of eighty (80) days.

(4) After four (4) occurrences in a calendar year of an employee using sick leave combined with other leave time (vacation, holiday, compensatory time, personal leave), the Chief of Police may require the employee to produce a doctor's certificate, at the employee's expense. If an employee fails to produce the doctor's certificate, the employee shall not receive paid sick leave.

**(F) Compensation**

	<u>1/1/99</u>	<u>1/1/00</u>	<u>1/1/01</u>
Starting Pay	\$28,129	\$28,973	\$29,842
After 1 Year	\$30,524	\$31,440	\$32,383
After 2 Years	\$31,721	\$32,673	\$33,653
After 3 Years	\$32,921	\$33,909	\$34,926
After 4 Years	\$34,124	\$35,148	\$36,202
After 5 Years	\$35,321	\$36,381	\$37,472

\* Sergeant = Years + \$2,200.00

\* Investigator = Years + \$1,150.00

**(G) Longevity**

A. Unit members shall be entitled to the following longevity payments in addition to their regular salaries on a cumulative basis each year.

\$150.00	After six (6) years	
\$150.00	After twelve (12) years	(\$300.00)
\$150.00	After eighteen (18) years	(\$450.00)
\$150.00	After twenty-four (24) years	(\$600.00)

B. Longevity Cap

Effective January 1, 1998, the Agreement shall be modified to cap longevity entitlements to a maximum of fifty-four hundred dollars (\$5,400.00) per annum. Members already receiving longevity payments in excess of \$5,400.00 as of January 1, 1998 shall continue to receive those payments without further increases for the balance of their careers in the Saugerties Police Department. Individuals who joined the Department prior to 1981 shall be considered to have commenced their careers six calendar months earlier than was actually the case for the sole and limited purpose of calculating longevity pay entitlements.

**(H) Shift Differential**

Effective upon the first payroll period after ratification of the Memorandum of Agreement by the Town Board, employees who work the A-line on a straight time basis shall be paid an additional \$.35 per hour. The shift differential shall only be paid for time worked, and shall not be paid to employees who were on any leave (sick leave, vacation, personal leave, compensatory leave, bereavement leave, GML 207-c, etc.)



(I) Compensatory Time

Compensatory time shall be granted to employees so long as the granting of such time will not cause overtime. Compensatory time will also be granted if a part-time employee is available to cover the shift. If no part-time employee is available, the compensatory time request will be denied. Time off requests will not be submitted or approved more than five (5) days in advance of the scheduled time to be taken off. There will be a maximum of sixty (60) hours of compensatory time that an employee may accumulate. The Chief may, however, permit employees to accrue in excess of sixty (60) hours in the best interest of the Department; however, such permission to accrue more than sixty (60) hours will be given fairly to all members.

(J) Uniforms and Equipment

(1) Upon entering Town service, an officer shall be outfitted with:

<u>Item #</u>	<u>Quantity</u>	<u>Description</u>	<u>Returnable Upon Leaving Depart.</u>
1.	1	Hat and Raincover for Hat	
2.	1	Baseball Cap - Utility Cap	
3.	3	Long Sleeve Shirts	
4.	4	Short Sleeve Shirts	
5.	1	Tie	
6.	1	Tie Bar	Yes
7.	2	Badges	Yes
8.	2	Name Plates	
9.	2	Collar Brass - S.P.D.	Yes
10.	2	Collar Brass - Stripes or I.D.#	Yes
11.	8	Shoulder Patches - Town Patch	
12.	1	Winter Jacket	
13.	1	Spring Jacket	
14.	1	Rain Coat	Yes
15.	4 Pr.	Pants	
16.	1	Holster (45mm)	Yes
17.	1	Belt - Inner	Yes
18.	1	Belt - Outer	Yes
19.	1	Handcuff Case	Yes
20.	1	Handcuff with Key	Yes
21.	1	Double Magazine Holder	Yes
22.	1	45mm Semi-Automatic	Yes
23.	1 Pr.	Winter Boots	
24.	1 Pr.	Summer Shoes	
25.	1	Flashlight - Mag. Rechargeable	Yes

26.	1	Utility Bag or Briefcase	Yes
27.	1	Baton (Nightstick)	Yes
28.	1	Nightstick Holder	Yes
29.	1	Body Armor (to be replaced after 5 years)	
30.	2	Boxes of Ammunition	Unused Portion
31.	1/2	Locker Per Employee	

(2) All officers to whom uniforms are issued shall wear the complete uniform while on duty and while carrying out the duties assigned to them. It is expected that uniforms will be maintained in a neat and clean condition and changed when necessary to maintain a neat and clean appearance. Other than normal duty wear and tear and damage, loss or damage to the uniform shall be paid by the employee to whom the uniform is issued. Generally, officers are to abide by the personal appearance guidelines related to the uniform which appear in the Duties and Rules of Conduct governing the Police Department of the Town of Saugerties.

All uniform items and equipment purchased and issued by the Town are the property of the Town. Upon leaving the Department, everything except clothing must be turned in to the Department.

(3) Investigators will receive three hundred seventy-five dollars (\$375.00) per year as a clothing allowance.

(4) Each employee of the Police Department shall receive for each year of this contract, an annual allowance of three hundred dollars (\$300.00) for cleaning and maintenance of uniforms and/or clothing worn on duty by plain clothes officers. Payment shall be made either on a monthly basis or in a lump sum at the end of the year upon submission of receipts to the Chief or the Chief's designee. In the event an officer who leaves the Department has not submitted monthly receipts up to that point, such officer will receive a lump sum for maintenance pro-rated according to the time the officer has worked. Similarly, as to an officer who has not worked for a period of three (3) months or more, due to an injury, sickness, or leave of absence, any lump sum for maintenance of uniforms will be pro-rated according to the time worked.

If upon noticing or upon inspecting equipment including vehicles, any defect or deficiency is noted by a unit member, the unit member shall report such defect or deficiency to the member's supervisor. At the supervisor's earliest opportunity, the supervisor will report the defect or deficiency to the Chief or the Chief's designee. Thereafter, the Chief or the Chief's designee shall arrange for the defect or the deficiency to be repaired as soon as is reasonably possible. The Chief or the Chief's designee will make the decision as to whether equipment or a police vehicle is safe to operate, given the defect or the deficiency noted. Following the steps just discussed, if a dispute about

unsafe equipment or motor vehicle has not been resolved, it shall be done so pursuant to the grievance procedure in the contract.

**(K) Hours of Work and Overtime**

(1) The Town agrees to comply with the requirements of Section 971 of the Unconsolidated Laws of New York.

(2) Each unit member shall be entitled to overtime pay computed at one and one-half (1 ½) times the normal rate of pay for all time worked over and above the normal eight (8) hour tour of duty and for all time worked over the normal forty (40) hour week.

(3) When a unit member works overtime in a pay period during which the unit member has already or will be taking off for which the unit member is entitled, for example, vacation, holiday, personal leave, sick leave, etc., the unit member shall still be eligible to collect overtime wages for that pay period at time and one-half rates. This is subject to any other limitations set forth herein, including the limitation that a unit member who calls in sick shall not be eligible for overtime call-out for the next eight (8) hours following the shift the unit member called in sick.

(4) Payment for overtime shall be made in the week following the week during which it is earned.

(5) Each unit member shall be entitled to two (2) twenty (20) minute relief periods and one (1) forty (40) minute meal period during the eight (8) hour tour of duty on Monday through Saturdays. On Sundays and holidays, each unit member shall be entitled to two (2) twenty (20) minute relief periods and one (1) sixty (60) minute period during the eight (8) hour tour of duty.

**(L) Recall Time**

(1) Each unit member who is recalled to work on off duty time shall be paid a minimum of three (3) hours overtime at the rate of time and one-half regardless of the reason for such recall.

(2) Unit members shall be called in first for duty on regular days off and such recall shall be distributed on a rotating basis, starting with the senior unit member. A list shall be maintained and kept at the dispatcher's desk.

(3) When a replacement is to be made for an 11-7 shift, canvas all full-time officers working or scheduled to work the 3-11 shift first. If those officers decline the 11-7 shift, the remaining full-time officers shall be canvassed as outlined in this procedure.

(4) Where there is a need for a diver, firearms instructor, computer technician or a person fluent in a foreign language, such person shall be called out as needed without the requirement of utilizing the general call-out procedure.

(5) Recall while off-duty for court appearances within the Town shall entitle a unit member to be compensated at a minimum of two (2) hours overtime at time and one-half rates. Recall while off-duty for court appearances outside the Town shall entitle a unit member to be compensated a minimum of three (3) hours at time and one-half rates. Appearance must be approved by Shift Supervisor. Where practicable, unit members may be assigned to other duties at headquarters while awaiting their appearances in court.

(6) Each unit member shall provide a telephone number or a beeper number where the member can be located in the event of an overtime call-out. All call-outs shall be done on a taped line. In the event the member called is not reached when first called, at least five (5) minutes will elapse before a second call shall be made. If the member is not reached on the second call, the dispatcher or person performing the call-out will proceed to the next name on the list.

(M) Work Schedule

(1) The Town shall implement a work schedule that provides that the tours of duty for full-time police officers and sergeants shall be two (2) consecutive tours of duty of five (5) days on and two (2) days off followed by one (1) tour of duty of five (5) days on and three (3) days off (5-2, 5-2, 5-3).

(2) The schedule shall be posted annually for information purposes.

(3) The work schedule shall not be changed or modified without prior agreement between the unit member affected by the change, the PBA and the Chief of Police or the Chief of Police's designee.

(4) All new unit members shall be assigned to the work schedule rotation after their first thirty (30) working days of employment. During their first thirty (30) working days of employment, new unit members shall be assigned by the Chief of Police, not to exceed the 5-2, 5-2, 5-3 work schedule. Thereafter, the Chief of Police shall assign the new unit member to the rotation.

(5) The Chief of Police will have the right to reassign a unit member's tour of duty only when said member is scheduled to attend a State or Federally-mandated training session. In such case, and when the member is scheduled to work from 7:00AM - 3:00PM, the tour of duty may be changed to 8:00AM - 4:00PM.

(N) **Educational Incentives**

(1) Each unit member who shall have successfully completed a training course in related police work and received an instructor's certificate, shall be entitled to \$100.00 additional annual compensation. Completion of more than one (1) such course shall not entitle such unit member to more than one (1) such increment. Said unit member receiving such compensation must perform active instruction in the field of training received and such training shall take place at least once a year.

(2) Each unit member who shall be awarded an Associate Degree shall be entitled to \$200.00 additional annual compensation.

(3) Each unit member who shall be awarded a B.A. degree shall be entitled to \$300.00 additional annual compensation.

(4) Each unit member who shall be awarded a Masters Degree shall be entitled to \$400.00 additional annual compensation.

(5) No unit member shall be entitled to receive more than one of the above described educational incentive increments at any one time.

(6) The Town agrees to pay the tuition and all other direct costs incurred by each unit member taking any such course of instruction at the request of the Town. All such courses available shall be brought to the attention of each unit member by posting on the office bulletin board. Members shall register for such courses if interested with the Police Chief. Further, the Town shall be responsible for reimbursing the unit member for the following expenses incurred while attending such courses: transportation, meals and lodging.

(O) **Meal Allowance**

(1) The Town agrees to pay a meal allowance to each unit member while in attendance at any course of instruction or on assignment outside of the Town as follows:

Breakfast	\$ 7.00
Lunch	\$10.00
Dinner	\$15.00

(2) Whenever a unit member works a double shift, such member shall be entitled to a meal allowance as follows:

11:00 p.m. - 7:00 a.m. shift	\$ 4.00
7:00 a.m. - 3:00 p.m. shift	\$ 6.00
3:00 p.m. - 11:00 p.m. shift	\$10.00

The unit member must work the shift prior to or immediately following the overtime shift in order to collect such meal allowance. If at any time a unit member is on recall time and works four (4) hours before or four (4) hours following his recall shift, such unit member shall be entitled to the above meal allowance.

(3) Receipts shall be required for reimbursement for all meal allowances for overtime shifts or while in attendance at any course of instruction in or assigned outside the Town. No receipts other than for a meal actually purchased will be accepted. The Town will reimburse an employee the amount of the receipt up to a maximum allowed for each type of meal purchased.

**(P) Health Benefits**

Effective March 1, 2000, all employees will join the MVP Health Insurance Plan. The Employer shall pay 100% of the premiums. In addition, the Employer shall provide dental coverage for all. For the duration of the Collective Bargaining Agreement, the Town agrees to provide the \$5/\$20 prescription drug card, so long as same is offered by MVP.

The Employer will make every effort to maintain equal coverage but reserves the right to seek carrier change. The Employer will offer employees a \$1,000.00 buyout for those who wish to take advantage of this option, provided that insurance is maintained by the spouse. In order to receive the \$1,000.00, the employee must not have received health insurance for the entire calendar year. Payment shall be made in December in the year in which health insurance is not received. Employees who retire during a year in which they do not receive health insurance or requires health insurance after electing to receive the buyout as a result of the need for health coverage, will receive a pro rata buyout.

For those full-time employees who were employed by the Town for ten (10) consecutive years and who retire from service with a pension, the Town shall provide \$10,000.00 to use by said retiree to pay for the premium cost of health insurance upon retirement, which shall be administered by the Town. The Town shall provide the employee with a yearly statement which will notify the retiree of the amount of money remaining in the retiree's account. The retiree shall notify the Town of the amount that the retiree wishes to be applied toward the monthly health insurance premium on a yearly basis. If the retiree passes away prior to the exhaustion of the \$10,000.00, the remainder in the retiree's account shall revert back to the Town and may not be used by the retiree's spouse or dependents. In no event shall the account be paid in cash to the retiree or the retiree's dependents.

(Q) **Retirement**

The Town shall continue to provide the benefits heretofore provided for all unit members of the Department pursuant to the provisions of Section 360-b and 375-c, of the Retirement and Social Security Laws of the State of New York and the Town shall pay the cost thereof in full.

(1) The Town shall provide all unit members benefits pursuant to Section 384 of the Retirement and Social Security Law of the State of New York (25 year plan) and the Town shall pay the cost thereof in full, effective August 3, 1994.

(2) Effective December 1, 1991, the Town shall provide all employees of the Department, the benefits pursuant to Section 384-d (20 year plan) of the Retirement and Social Security Law of the State of New York, and the Town shall pay the cost thereof in full.

(3) Upon election of Section 384 by unit members currently in Section 375-c, the Town shall make a Home Rule request to the New York State Legislature to enroll those unit members in Section 384-d (20 year plan), and shall pay the full cost thereof.

In the event the New York State Legislature fails to adopt legislation to place those affected unit members in 384-d, the Town shall make similar Home Rule requests to the Legislature at all subsequent Legislature sessions, until enrollment in 384-d is adopted. The entire cost of these measures shall be borne by the Town.

(4) Employees with twenty-five (25) or more years of service, who elect to retire within one hundred twenty (120) days of the ratification of the Memorandum of Agreement by the Town Board shall receive a \$12,500.00 retirement incentive, which shall be paid over two (2) years. This provision shall sunset at the expiration of the 120 day period.

**ARTICLE III**  
**MISCELLANEOUS PROVISIONS**

A. **Emergency Lighting Equipment**

The Town agrees to provide, at its own cost, emergency lighting equipment in the Police Station for use in the event of power failure.

B. **Wage Payment Method**

The Town agrees that unit members' checks shall be placed in sealed envelopes and so delivered to each individual, to provide privacy. The PBA agrees to provide such envelopes, bearing the names of the members of the bargaining unit to the Town Clerk.

**C.     Workers' Compensation**

The Town shall become a covered Employer as provided in Section 212 of the Workers' Compensation Law, subject to approval as provided therein. Unit members shall make contributions for the cost of providing disability benefits as provided in applicable sections of the Workers' Compensation Law, not to exceed the maximum amount of thirty cents (\$.60) per week per unit member.

**D.     Awards**

(1)     The Town shall formulate an Awards Committee which shall be comprised of the Town Board liaison person (1), the Chief of Police (1), the PBA President or his designee (1), for a total of three (3) members. The Committee shall meet quarterly to make determination of awards to unit members for meritorious acts and/or deeds.

(2)     The Town shall also issue Firearms Award(s) for Expert, Sharpshooter and Marksman to be determined by the PBA Executive Committee and firearms instructor.

In order to be eligible for the Firearms Award(s), members must participate in two (2) meets of firearms training. All members must qualify each year by participating in a minimum of two (2) meets of firearms training. Awards to be presented annually.

**E.     PBA Time**

(1)     The PBA President or designee shall be allotted up to a total of seventy two (72) hours per year for time to conduct PBA business.

(2)     Officers who are on duty may attend a monthly Union meeting for up to twenty (20) minutes provided at least one (1) officer remains on duty at all times.

**F.     Investigator Vehicles**

The investigator will be provided a vehicle for use in investigatory work. The use of the vehicle for other purposes and for emergency reasons is subject to the approval of the Chief of Police.

**G.     Compensation for Damage to Personal Property**

The Town shall reimburse employees for costs of replacing or repairing dentures, eye glasses and hearing aids which are destroyed or damaged as a result of police activity when on duty and acting within the scope of employment. To receive reimbursement, the unit member will (1) notify the Chief of damage incurred as soon as



practicable but within seven (7) days of occurrence; (2) cooperate with the Town in its attempt to recover reimbursement from the courts and (3) provide the Town with replacement receipts as requested.

The maximum amount to be reimbursed by the Town will not exceed \$150.00 per occurrence. Payment to the unit member will be no later than two (2) weeks after the claim is submitted to the Town. If a unit member receives a payment directly from the courts as a result of the Town's effort to recover monies through the courts, those monies will be turned over to the Town within three (3) days.

In no event shall monies turned over to the Town exceed the amount of payment reimbursed to employees by the Town.

#### **ARTICLE IV** **PAST PRACTICES**

The Town agrees to the continuation of all previous practices and benefits not specifically altered by the provisions of this Agreement. Both parties agree, for purposes of clarification, that the only bonafide practices and benefits are ones which have been both mutually and clearly recognized and also consistently provided over an extended period of time. Any alleged practice or benefit that fails to meet these standards or recognition, consistency, and time does not require continuation.

#### **ARTICLE V** **GRIEVANCE PROCEDURE**

##### **A. Disputes**

Any grievance arising concerning the interpretation or application of the terms of this contract or the rights claimed thereunder and/or working conditions, shall be processed in accordance with the following procedure:

**Step 1** Such dispute shall be discussed informally between the Union and the Chief in an attempt to resolve the grievance prior to it being submitted in writing. If the grievance cannot be resolved informally within ten (10) days after being presented to the Chief, it shall be submitted in writing to the Chief, who shall respond to the grievance pursuant to the provisions of the grievance procedure. In no event shall the grievance be submitted in writing more than thirty (30) days of when the Union knew, or should have known, of the facts giving rise to the grievance.

**Step 2** In the event such dispute is not satisfactorily resolved or adjusted at the preceding step of the procedure within five (5) working days, then the Union shall present in writing, within five (5) working days after the Step 1 decision was received, or should have been received, the same to the Town Board through the Town Supervisor.

**Step 3 (a)** In the event that such dispute is not then disposed of within ten (10) working days, it shall be referred by either party to arbitration before an impartial arbitrator to be mutually agreed upon by the parties.

(b) In the event that the parties are unable to agree upon an impartial arbitration within ten (10) days after the referral of such matter to arbitration, then an appointment shall be made in accordance with the Public Employees' Fair Employment Act, but if the New York State Public Employment Relations Board (hereinafter referred to as "PERB") shall fail or refuse to take jurisdiction, then the arbitrator shall be appointed in the manner provided under Article 75 of New York's Civil Practice Law and Rules (C.P.L.R.).

**B. Arbitration**

(1) Any unresolved dispute having been processed fully through the last step of the dispute procedure may be submitted to arbitration by either party in accordance with the following:

(a) Arbitration shall be invoked by written notice to the other party of intention to arbitrate. Upon receipt of a notice to arbitrate, the Town and the Association shall each appoint an arbitrator to represent them within seven (7) days, and each shall notify the other of the name of the person so designated. The two (2) designated arbitrators shall meet and appoint a third disinterested person to act as Chairman of the Board of Arbitrators. In the event the two (2) designated arbitrators cannot agree upon the third person within ten (10) days of the demand for arbitration, they shall request PERB to recommend an impartial arbitrator to act as Chairman in accordance with its then applicable rules and regulations.

(b) The Board of Arbitrators shall have broad powers to hear and determine issues presented. The Board shall not be limited to the evidence submitted at the grievance meeting and may hear such additional evidence as either party desires to submit. The Board may also call upon a Town official or agency to provide evidence or material necessary to resolve the grievance.

(c) Such rendered decision by the appointed Board of Arbitrators shall be deemed final and binding on the parties. The costs for any such arbitration matters will be equally shared by the Town and the PBA.

**ARTICLE VI**  
**BILL OF RIGHTS**

Security of the Town and its citizens depends to a great extent upon the manner in which the Town of Saugerties Police members perform their manifold duties. Members

of the Town of Saugerties Police Department are public officers and the performance of their duties involves the exercise of a portion of the police power of the state. Performance of such duties involves those members in all manner of contacts and relationships with the public.

Out of such contact and relationships may arise questions concerning the actions of members of the force. The integrity of the Department and its members must be preserved if the obligations of the Town and its citizens are to be fulfilled. Conduct by a member which raises questions about his integrity or the propriety of his performance may call into public question the integrity of every member of the Department.

**A. Investigation of Complaints - Chief's Responsibility**

It is the responsibility of the Chief of Police to investigate promptly and thoroughly every complaint and accusation made against a member in order to protect that member, the Department and the Town of Saugerties.

**B. Advising Unit Members of Constitutional Rights**

If a member is under arrest or is likely to be, that is, if a unit member is a suspect or the target of a criminal investigation, the member shall be advised of the member's constitutional rights.

**C. Responsibilities of Chief and Members Aiding in an Investigation**

It is the responsibility of the Chief of Police and of those officers designated by the Chief to conduct such investigations to do so in a manner conducive to good order and discipline. It is the responsibility of all members involved or participating to assure that all such investigations are conducted fairly and impartially. It is the responsibility of all members to assist and expedite such investigations and, when requested by the investigating officers, to furnish or to give accounting for the member's public trust. To fulfill each of such responsibilities, investigations are to be conducted accordingly:

(1) In the course of a member's duties, occasions will arise when there is a need for inquiry into a member's official actions or activities either as a principal or as a witness so that there will be a recording of facts, for the protection of the member or the Department, or to rebut, explain or clarify any allegations, criticism or complaints made against a member of the Department. Under such circumstances members may be requested and are expected to properly respond and if requested, submit written memoranda detailing all necessary facts. Such memoranda will not be considered as admissions against self-interest in evidence submitted in a disciplinary proceeding unless the member was offered the representation to which he is entitled in an interrogation pursuant to paragraph 2(g) below.

(2) When an investigating officer requests a further written statement or affidavit from a member either as principal or as witness, procedural requirements as set forth below shall be followed:

(a) The interrogation of any member shall be at a reasonable hour, preferably when the member is on duty, and during daylight hours, unless the exigencies of the investigation dictate otherwise. A member's tour may be changed without penalty in order to comply with this paragraph.

(b) The interrogation shall take place at a location designated by the investigating officer and shall usually take place at Police Headquarters.

(c) The member of the Department shall be informed of the rank, name and command of the officer in charge of the investigation, as well as the rank, name and command of the officer who is conducting the interrogation and the identity of all persons present during the interrogation. If a member of the Department is directed to leave his/her post and report for interrogation to another command, his/her commanding officer shall be promptly notified of his/her whereabouts.

(d) The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the members of the allegations should be provided. If it is known that the member of the Department being interrogated is a witness only, the member shall be so informed.

(e) The interrogation shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities: meals, telephone calls and rest periods as are reasonably necessary.

(f) The member shall not be subjected to any offensive language, nor shall be threatened with transfer, dismissal or other disciplinary punishment. Nothing herein is to be construed as to prohibit the investigating officer from informing the member that this conduct can become the subject of disciplinary action resulting in disciplinary punishment.

(g) In all cases wherein a member is to be interrogated concerning an alleged violation of Department rules and regulations which, if proven, may result in the member's dismissal from the service or the infliction of other disciplinary punishment upon the member, the member shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of the member's choosing and/or a PBA representative before being interrogated. An attorney of the member's choosing and/or a PBA representative may be present during the interrogation, but may not participate in the interrogation except to counsel the member. In such cases, the interrogation may be postponed for the purpose of obtaining counsel

and/or a PBA representative up to the afternoon of the day following the notification of interrogation.

(h) The complete interrogation of the member shall be recorded mechanically or by a stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be noted in the record. The requirement to record may be waived by mutual agreement.

(i) Under the circumstances described in paragraph (g), the member shall be given an exact copy of any written statement the member may execute, or if the questioning is mechanically or stenographically recorded, the member shall be given a copy of such recording or transcript.

(j) The refusal by a member of the Department to answer pertinent questions concerning any non-criminal matter may result in disciplinary action.

(3) The procedural requirements spelled out in paragraph (2)(a) are not applicable in circumstances relating to ordinary supervisory inquiries into the official duties and responsibilities of members.

(4) A member will be informed in writing when an investigation is complete and of the determination and a copy of such memorandum shall be placed in the member's personnel record. However, personnel complaints, arising after the effective date of this Agreement, determined to be unfounded after investigation, shall not be retained in the member's personnel file.

## **ARTICLE VII**

### **ALTERNATIVE DISCIPLINARY PROCEDURE**

When the Town is seeking to discipline a unit member, the Town agrees to provide the following disciplinary procedure as an alternative to that procedure outlined under Sections 75 and/or 76 of the New York State Civil Service Law, and the unit member whose discipline is sought by the Town shall have the right to choose either Civil Service Law Section 75 and/or 76 procedures or the alternative procedure described below, but not both procedures:

#### **A. Notice**

In the event the Town seeks to discipline a unit member the notice of such disciplinary action shall be in writing and served upon the member. Such disciplinary measures seeking termination from employment shall be imposed only for incompetence or misconduct. The specific act(s) that warrant disciplinary action and the proposed sanction(s), shall be specifically contained in the Notice of Discipline.

(1) The PBA shall be provided a copy of the Notice of Discipline at the same time as the affected unit member(s).

(2) The Notice of Discipline shall be accompanied by a written statement that:

A unit member served with a Notice of Discipline has the right to answer the charge(s), in writing, within eight (8) calendar days, and that a unit member may request arbitration as an alternative to the procedures under New York Civil Service Law Sections 75 and/or 76.

**B. Suspension Without Pay**

In no event shall a unit member who has been served with a Notice of Discipline be suspended without pay for a period exceeding thirty (30) calendar days, pending determination of the charge(s).

**C. Right to Representation**

(1) The unit member has a right to be represented by the PBA, an attorney, or other representatives at every stage of the proceeding.

**D. Hearing**

(1) The independent arbitrator shall hold a hearing at a mutually convenient date(s) agreeable to the parties' representatives. The affected unit member may be represented at the arbitration by the individual(s) of his/her choosing and shall be entitled to present witnesses on his/her behalf. The arbitrator shall render a written decision no later than thirty (30) calendar days after the hearing has been declared closed.

(2) The alternative disciplinary procedure to that provided under Sections 75 and/or 76 of the Civil Service Law shall provide for a hearing by an independent arbitrator whose decision shall be final.

(3) The arbitrator shall confine him/herself to the precise issues submitted for arbitration and have no authority to determine any other issue(s) not so submitted to the arbitrator, nor shall the arbitrator submit observations or declarations of opinions that are not essential in reaching the determination. The arbitrator's decision with respect to guilt or innocence and penalty, if any, shall be final and binding on the parties.

(4) The arbitrator may approve, disapprove, or take any other appropriate action warranted under the circumstances, including, but not limited to, ordering reinstatement and back pay for all or part of the period of suspension, if any.

(5) The disciplinary action may be settled at any stage of the procedure. The terms of the settlement agreed to shall be reduced to writing and signed by the appropriate parties.

(6) When arbitration is invoked, and if an arbitrator cannot be mutually agreed upon between the Town, the employee or the PBA if representing the employee, then the arbitrator shall be selected by applying to PERB for a list of arbitrators. Thereafter, the arbitrator shall be selected by the alternate striking of names from the list provided.

(7) All fees and expenses of the arbitrator, as well as any cost(s) involved in the selection process, if any, shall be paid by the Town. The hearing shall be transcribed at no cost to the employee or the PBA.

### **ARTICLE VIII** **AGENCY SHOP**

Effective with the signing of this Agreement and in accordance with Chapter 677-678 of the Laws of 1977 of the State of New York, the Town shall notify all employees covered by this Agreement, who were on the payroll as of January 1, 1980, and who are not presently members of the PBA, that they have the right to join the PBA, or if they do not choose to join the PBA, they shall have deducted from their salary an Agency Shop fee which shall be an amount equivalent to the amount of dues payable by a member of the PBA.

Effective as of January 1, 1980, such Agency Shop fee shall be deducted from the salary of the employees who were on the payroll as of January 1, 1980, who do not choose to become members, and from the salary of employees whose membership has not yet become effective.

Every employee appointed after January 1, 1980, who does not join the PBA at the time of appointment or who does not so join, or show membership does not become effective, shall have Agency Shop fee deduction. If the employee joins the PBA, such Agency Shop deduction shall be discontinued on the same date the Town gives effect to the dues check-off authorization.

An employee who terminates PBA membership shall have deducted from the employee's salary an Agency Shop fee effective on the same date on which the Town gives effect to a revocation or authorization for dues deductions.

The Agency Shop fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck in an amount equal to the periodic dues levied by the PBA for employees as currently checked-off by the Town. The PBA shall certify to the Town the appropriate amount or rate of the Agency Shop deduction.

The PBA shall have exclusive right to the use and transmittal of the Agency Shop fee for employees within the affected bargaining unit. The Town shall transmit such Agency Shop fees as collected in the manner in which union dues are transmitted.

Any notification by the PBA to the Town of any change in the PBA dues shall be considered as a request for change in the Agency Shop fee.

Upon receipt by the Town of any notice of a change in the amount of the Agency Shop fee deduction as hereinbefore provided, employees having such deduction shall be notified in writing by the Town of the date on which such new deduction will begin. A copy of this notice shall be sent to the PBA.

The PBA shall refund to the employees any Agency Shop fees wrongfully deducted and transmitted to the PBA.

The PBA affirms that it has established and is maintaining a procedure which provides for the refund to any employee demanding the same, of any part of any Agency Shop fee which represents the employee's pro-rata share of expenditures by the PBA in aid, of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

#### **ARTICLE IX** **LABOR MANAGEMENT COMMITTEE**

The parties agree to establish a Labor/Management Committee which shall meet on a quarterly basis, or more often as mutually agreed. The Committee shall consist of three (3) bargaining unit members, and three (3) members of the Town, which shall include the Police Chief and two (2) elected officials. This shall not preclude professional representation to either party. The PBA Vice President, if working, will be allotted time off to attend the meeting, which shall not cause overtime.

#### **ARTICLE X** **TERM OF AGREEMENT**

This Agreement shall be effective as of January 1, 1999, and all provisions hereof shall be retroactive to that date. It shall remain in effect until December 31, 2001.

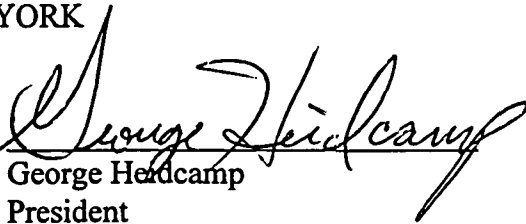


IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals  
the day and year first above written.


Attest:

POLICEMEN'S BENEVOLENT  
ASSOCIATION OF SAUGERTIES,  
NEW YORK

By:

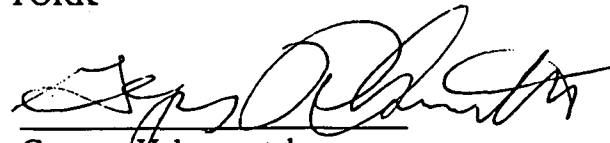
  
George Heilcamp  
President

By:

  
Richard Stevens  
Staff Representative  
Council 82, AFSCME

TOWN OF SAUGERTIES,  
NEW YORK

By:

  
Gregory Helmoortel  
Supervisor